

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement made and executed this ____ day of _____, 2005, by and between Milford Mill Limited Partnership, c/o Corby Construction, LLC, 4201 Connecticut Avenue, N.W. Washington, D.C., 20008 (the "Landlord") and Montgomery County, Maryland, a body corporate and politic (the "Tenant").

WHEREAS, the Landlord entered into a Lease Agreement with the Tenant dated October 6, 2000 (the "Lease") for approximately 7,000 square feet of retail space in the Poolesville Town Center (the "Shopping Center") known as Stores 4,5,6,7,8 and 9, having an address of 19623, 19652, 19627, 19629, 19631 and 19633 Fisher Avenue, Poolesville, (the "Premises"); and

WHEREAS, the Lease Term expires September 30, 2005; and

WHEREAS, the Landlord and the Tenant desire to amend the Lease by extending the Term of the Lease for an additional Five (5) year period; and

WHEREAS, the Landlord and the Tenant mutually desire to amend the terms and conditions of the Lease to reflect the extension of the Term.

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Unless otherwise set forth in this First Amendment to Lease, all capitalized terms shall have the same meanings as set forth in the Lease.
2. Term. Section 2 of the Lease is hereby amended by adding the following to the end of the Section as a new paragraph.

"The Lease Term shall hereby be extended for a period of five (5) years, commencing on October 1, 2005 and expiring, unless sooner terminated pursuant to the terms of the Lease, on September 30, 2010 (the "Extended Term"), upon the same terms and conditions as the Lease currently in effect, except as otherwise set forth below. There shall be no further option to extend the Lease Term beyond the Extended Term."

3. Notices. Section 38 of the Lease is hereby amended by deleting lines (4) through ten (10) in their entirety and adding the following in lieu thereof:

"IF TO THE COUNTY:	Montgomery County, Maryland
	Department of Public Works &
	Transportation
	Office of Real Estate

101 Monroe Street, 10th Floor
Rockville, Maryland 20850

WITH COPY NOT TO CONSTITUTE
NOTICE TO:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850"

4. This First Amendment to Lease is incorporated into the Lease and shall be deemed a part thereof.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Landlord and the Tenant hereto have caused this First Amendment to Lease to be properly executed.

WITNESS:

By: 

LANDLORD:

MILFORD MILL LIMITED
PARTNERSHIP

Milford Mill Corporation, General
Partner

By: 

Karl W. Corby, President

Date: 7/27/05

WITNESS:

By: 

TENANT:

MONTGOMERY COUNTY,
MARYLAND

By: 

Joseph F. Beach, Assistant
Chief Administrative Officer

Date: 8/2/05

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: 

RECOMMENDED:

By: 

Cynthia L. Brenneman, Director
Office of Real Estate

Date: 6/22/2005

Date: 6/14/05